

**SIERRA COUNTY BOARD OF SUPERVISORS'**  
**AGENDA TRANSMITTAL & RECORD OF PROCEEDINGS**

<b>MEETING DATE:</b>  <b>DEPARTMENT:</b>  <b>PHONE NUMBER:</b>  <b>REQUESTED BY:</b>	<b>TYPE OF AGENDA ITEM:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>REGULAR</span> <span>CONSENT</span> <span>TIMED</span> </div> <hr/> <b>SUPPORTIVE DOCUMENT ATTACHED:</b> <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>RESOLUTION</span> <span>MEMO</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>AGREEMENT</span> <span>OTHER _____</span> </div>
<b>AGENDA ITEM:</b>	
<b>BACKGROUND INFORMATION:</b>	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b>	<b>OTHER FUND:</b> <b>AMOUNT: \$</b>
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> TYPE OF EMPLOYEE	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div> <b>IS A BUDGET TRANSFER REQUIRED?</b>  <div style="display: flex; justify-content: space-around; margin-top: 5px;"> <span>YES</span> <span>NO</span> </div>
<b>SPACE BELOW FOR CLERK'S USE</b>	
<b>BOARD ACTION:</b>  <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>APPROVED</span> <span>APPROVED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>ADOPTED</span> <span>ADOPTED AS AMENDED</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>DENIED</span> <span>OTHER</span> </div> <div style="display: flex; justify-content: space-between; margin-top: 5px;"> <span>NO ACTION TAKEN</span> </div>	<b>SET PUBLIC HEARING FOR:</b> _____ <b>DIRECTION TO:</b> _____ <b>REFERRED TO:</b> _____ <b>CONTINUED TO:</b> _____ <b>AUTHORIZATION GIVEN TO:</b> _____
<b>BOARD VOTE:</b> _____ BY CONSENSUS AYES: ABSTAIN: NOES: ABSENT:	RESOLUTION 2023- _____ AGREEMENT 2023- _____ ORDINANCE _____
<b>COMMENTS:</b>	

\_\_\_\_\_  
CLERK OF THE BOARD

\_\_\_\_\_  
DATE

Recording Requested By and  
When Recorded Mail to:  
County Planning Director,  
PO Box 530, Downieville, CA 95936

Space Above for Recorder's Use

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## **PERFORMANCE AND SECURITY AGREEMENT**

### **PARTIES**

THIS PERFORMANCE AND SECURITY AGREEMENT ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("COUNTY"), and the Truckee River Watershed Council ("COUNCIL"), permittee.

### **FACTUAL BACKGROUND**

NOW THEREFORE, in consideration of the foregoing and each and every covenant and condition contained herein, the parties hereto agree as follows:

- A. PERMITTEE: Truckee River Watershed Council a non-profit organization, has obtained a grant to conduct meadow restoration on property identified in the map attached as Exhibit 1 ("PROPERTY") described as APN's 014-090-008, 014-110-004, 014-110-011, 004-110-012, 004-110-013, 004-150-002, and 014-150-004.
- B. PERMITTEE has requested approval of a County Grading Permit in order to implement the scope of work required and on or about May 2, 2023, COUNTY issued its Grading Permit 2023-024 for the Upper Lacey Meadows Restoration Project, a copy of which is attached hereto as Exhibit 2 and incorporated herein by reference. The conditions and mitigation measures of the permit are hereinafter collectively referred to as the "Secured Conditions".
- C. PERMITTEE is required to post a security deposit on or before May 16, 2023, in the amount estimated to cover project reclamation costs, monitoring, and mitigation in the event of project termination or in the event on or off-site problems are encountered with construction or ongoing operation of the project. The estimate of \$50,000 (Fifty Thousand Dollars) is the amount of the required deposit and its basis is contained within the grading permit issued by COUNTY.
- D. PERMITTEE agrees that it has the full legal right to carry out the project on the property described herein, and which is the subject of the County Grading Permit 2023-024
- E. It is the purpose of this Agreement to assure that all terms and conditions, including site reclamation, mitigation measures and monitoring plans, are fully performed (collectively referred to as the "Secured Conditions". PERMITTEE agrees with and shall be bound by the "Specific Conditions" set forth herein and within County Grading Permit 2023-024 set forth as Exhibit 2.

### **OPERATIVE PROVISIONS**

- 1. STANDARD CONDITIONS-PERMITTEE agrees and fully understands that PERMITTEE will fully perform the Standard Conditions/Terms of Security Deposit attached hereto and identified as Exhibit 3 as set forth herein.

2. INCORPORATION OF FACTUAL BACKGROUND-The foregoing Factual Background is incorporated herein by this reference, and it is agreed by the parties that the foregoing constitutes the true facts and circumstances underlying and giving rise to the formation of this Agreement and the parties intend to be bound thereby.
3. SECURITY DEPOSIT-The Security Deposit shall be held by the County and access to the Security Deposit shall be made available to COUNTY to assure performance under this Agreement. In the event that PERMITTEE fails or refuses to perform any of the Secured Conditions, within the time periods proscribed herein or according to conditions of the County Grading Permit 2023-024, including mitigation measures and monitoring, the COUNTY may undertake to perform the Secured Conditions and concurrently therewith may draw down a portion or all of the Security Deposit to pay for the performance of the Secured Conditions and/or pay costs arising from the provisions of this Agreement. The Security Deposit may be utilized to pay for all direct and indirect costs of performance, including COUNTY administrative costs, consultant and/or contract services costs, and any attorney's fees. PERMITTEE's obligation of performance of all terms and conditions of this Agreement and the County Grading Permit, including Secured Conditions, is not limited by or to the Security Deposit. PERMITTEE is responsible to perform all of the terms and conditions of this Agreement and of the County Grading Permit irrespective of the actual cost thereof. IN the event that PERMITTEE fails to perform for any reason, and the Security Deposit is inadequate to cover the direct and indirect cost of curing or remedying such failure of performance, PERMITTEE shall be liable to the COUNTY for the full direct and indirect costs of curing or remedying such failure of performance over and above the Security Deposit amount.
4. ASSUMPTION OF RISK BY PERMITTEE-permittee assumes all risk or damage to property or injury to persons or property resulting from the performance or omission to perform under this Agreement by PERMITTEE or PERMITTEE's agents, representatives, employees, contractors, and subcontractors. PERMITTEE hereby waives all claims in respect thereof against COUNTY and COUNTY's officers, officials, employees, independent contractors, volunteers, and agents.
5. AGREEMENT DATE. The Agreement Date is May 16, 2023.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"PERMITTEE"

COUNTY OF SIERRA

Truckee River Watershed Council

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SHARON DRYDEN  
Chair, Board of Supervisors

---

Lisa Wallace  
Executive Director

APPROVED AS TO FORM:

---

DAVID PRENTICE  
County Counsel

ATTEST:

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HEATHER FOSTER  
Clerk of the Board



**LIST OF EXHIBITS**  
**PERFORMANCE AND SECURITY AGREEMENT**

**Exhibit 1-Map of Property Involved in Upper Lacey Meadows Restoration Project**

**Exhibit 2-County Grading Permit 2023-024**

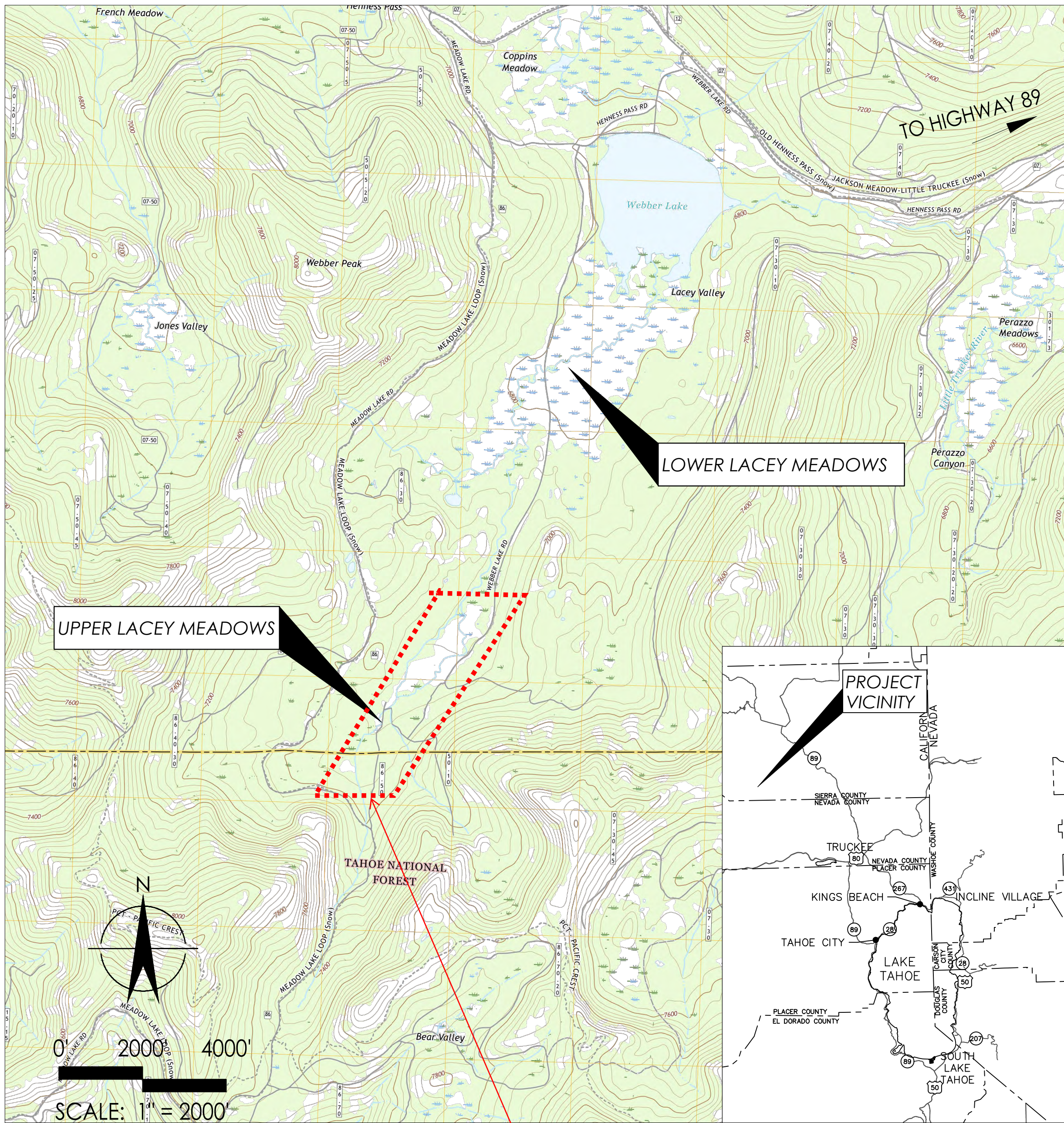
**Exhibit 3-Specific Conditions and Standard Conditions and Terms of Security Agreement**



# UPPER LACEY MEADOW RESTORATION DESIGN

## SIERRA AND NEVADA COUNTIES, CALIFORNIA

### LOCATION MAP



THIS PROJECT  
(Permit # 2023-24)

### SHEET INDEX

- SHEET 1.0: COVER SHEET
- SHEET 2.0: LEGEND, GENERAL NOTES, AND DIVERSION PLAN
- SHEET 3.0: OVERVIEW & SHEET INDEX
- SHEET 3.1: UPPER LACEY MEADOWS REACHES I & J
- SHEET 3.2: UPPER LACEY MEADOWS REACH H
- SHEET 3.3: UPPER LACEY MEADOWS REACHES G(a) & G(b) SOUTH
- SHEET 3.4: UPPER LACEY MEADOWS REACHES G(a) & G(b) NORTH
- SHEET 3.5 THROUGH 3.9: LOWER LACEY MEADOWS (NOT INCLUDED AND NIC)
- SHEET 4.0: PILOT CHANNEL 1 DETAIL VIEWS
- SHEET 4.1: PILOT CHANNEL 2 DETAIL VIEWS
- SHEET 4.2: LOWER REACH G(a) TREATMENT DETAIL VIEWS
- SHEET 4.3: FORD CROSSING DETAIL VIEWS
- SHEET 4.4: DEBRIS JAM TYPICALS 1
- SHEET 4.5: DEBRIS JAM TYPICALS 2
- SHEET 4.6: DEBRIS RIFFLE AND LOG POST TYPICALS
- SHEET 5.0: PLANTING PALETTE & NOTES

### PROJECT TEAM

CLIENT  
**TRUCKEE RIVER WATERSHED COUNCIL**  
BETH CHRISTMAN  
PO BOX 8568  
TRUCKEE, CALIFORNIA 96162  
TEL. (530) 550-8760 x1

GEOMORPHOLOGIST / SITE CIVIL ENGINEER  
**BALANCE HYDROLOGICS**  
BRIAN HASTINGS, P.G. (x217)  
PETER KULCHAWIK, P.E. (x218)  
12020 DONNER PASS ROAD, SUITE B1  
TRUCKEE, CALIFORNIA 96161  
TEL. (530) 550-9776

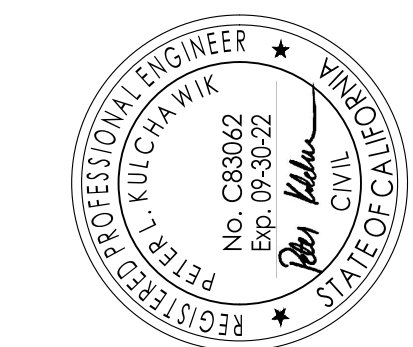
REVEGETATION SPECIALIST  
**H.T. HARVEY & ASSOCIATES**  
MATT WACKER  
1331 GARDEN HIGHWAY, SUITE 300  
SACRAMENTO, CALIFORNIA 95833  
TEL. (916) 779-7350

LANDOWNERS  
**TRUCKEE DONNER LAND TRUST**  
KEVIN STARR  
PO BOX 8816  
TRUCKEE, CALIFORNIA 96162

**TAHOE NATIONAL FOREST**  
SIERRAVILLA RANGER DISTRICT  
317 SOUTH LINCOLN STREET  
PO BOX 95  
SIERRAVILLE, CALIFORNIA 96126



DESIGNED BY	DRAWN BY	CHECKED BY	IN CHARGE	DATE
BKH	DE	TA	PK	7/18/22
DATE	BY	SUBMITTALS / REVISIONS		
11/15/19	BKH	30% DESIGN		
7/15/20	BKH	65% DESIGN		
7/18/22	PK	100% DESIGN		



COVER SHEET  
UPPER LACEY MEADOW  
RESTORATION DESIGN  
SIERRA AND NEVADA COUNTIES, CALIFORNIA

PROJECT NUMBER  
218199  
SCALE (AT 22" X 34")

SHEET  
1.0

WDID NUMBER  
6A46C398045





DEPARTMENT OF  
PLANNING & BUILDING  
COUNTY OF SIERRA  
P.O. Box 530  
Downieville, CA 95936  
(530) 289-3251 FAX (530) 289-2828  
[building@sierracounty.ca.gov](mailto:building@sierracounty.ca.gov)

## INSPECTION RECORD

**PERMITEE MUST CALL FOR ALL INSPECTIONS  
MARKED WITH AN "X" 24 HOURS IN ADVANCE**

X	Type of Inspection	Date	Inspector
<input type="checkbox"/>	Foundation Forms		
<input type="checkbox"/>	Stemwall		
<input type="checkbox"/>	Pier Footings		
<input type="checkbox"/>	Service Grounding		
<input type="checkbox"/>	Plumbing Bond		

**POUR NO CONCRETE UNTIL ABOVE HAVE BEEN SIGNED**

<input type="checkbox"/>	Exterior Sheer		
<input type="checkbox"/>	CAL Fire (4290)		
<input type="checkbox"/>	Concrete Floor Slab Form		
<input type="checkbox"/>	Electrical (Underground)		
<input type="checkbox"/>	Mechanical (Ground)		
<input type="checkbox"/>	Plumbing (Ground)		
<input type="checkbox"/>	Floor Joists or Girders		
<input type="checkbox"/>	Flood Elev. Cert. Phase 2		

**DO NOT BEGIN FRAMING UNTIL ABOVE HAVE BEEN SIGNED**

<input type="checkbox"/>	Framing		
<input type="checkbox"/>	Insulation		
<input type="checkbox"/>	Wallboard Nailing		
<input type="checkbox"/>	Rough Electrical		
<input type="checkbox"/>	Rough Mechanical		
<input type="checkbox"/>	Rough Plumbing		
<input type="checkbox"/>	Rough Sprinkler		

**COVER NO WORK UNTIL ABOVE HAVE BEEN SIGNED**

<input type="checkbox"/>	Roof Ice Dam		
<input type="checkbox"/>	Roof Nailing		

**DO NOT TAPE, PLASTER, OR TOP UNTIL ABOVE HAS BEEN  
SIGNED**

<input type="checkbox"/>	Septic System		
<input type="checkbox"/>	Water Service		
<input type="checkbox"/>	Well		

**DO NOT COVER UNTIL ABOVE HAVE BEEN SIGNED**

**THIS CARD IS TO BE POSTED AT ALL TIMES  
ON JOB SITE UNTIL FINAL APPROVAL AND/OR  
CERTIFICATE OF OCCUPANCY HAS  
BEEN ISSUED BY COUNTY**

**PERMIT #:**

Date issued: \_\_\_\_\_

Expires: \_\_\_\_\_

Permit Holder: \_\_\_\_\_

Owner: \_\_\_\_\_

Contractor: \_\_\_\_\_

A.P.N: \_\_\_\_\_

Job Address: \_\_\_\_\_

Work Desc.: \_\_\_\_\_

Use of Bldg: \_\_\_\_\_

Note: \_\_\_\_\_

X	Type of Inspection	Date	Inspector
<input type="checkbox"/>	Building Address Posted		
<input type="checkbox"/>	Gas Test		
<input type="checkbox"/>	Temp. Gas		
<input type="checkbox"/>	Temp. Electricity		
<input type="checkbox"/>	Power Pole		
<input type="checkbox"/>	Wood Stove		
<input type="checkbox"/>	Other: Marriage Line		
<input type="checkbox"/>	Electrical Panel		

### FINALS

<input type="checkbox"/>	Smoke & CO Detectors		
<input type="checkbox"/>	Electrical		
<input type="checkbox"/>	Mechanical		
<input type="checkbox"/>	Plumbing		
<input type="checkbox"/>	Sprinkler		
<input type="checkbox"/>	Solar PV System		
<input type="checkbox"/>	Building Final		
<input type="checkbox"/>	Grading *		
<input type="checkbox"/>	Environmental Health		
<input type="checkbox"/>	4290 Final		
<input type="checkbox"/>	Flood Elev. Cert. Phase 3		
<input type="checkbox"/>	Conditions of Approval		
<input type="checkbox"/>	Encroachment		
<input type="checkbox"/>	<b>PERMIT FINAL</b>		

**DO NOT OCCUPY BUILDING UNTIL ALL THE REQUIRED  
INSPECTIONS HAVE BEEN SIGNED AND/OR A CERTIFICATE OF  
OCCUPANCY HAS BEEN ISSUED**

**EXPIRATION:** Every permit issued by the building official under the provisions of this code shall expire by limitation and become null and void if the building or work authorized by such permit is not commenced within **180 days** from the date of such permit, or if the building or work authorized by such permit is suspended or abandoned at any time after the work is commenced for a period of 180 days.

\* For **CAL Fire 4290 Inspections** contact: Scott Eckman, (530) 265-1714 or [scott.eckman@fire.ca.gov](mailto:scott.eckman@fire.ca.gov)

**Sierra County Grading Permit # 2023-024**

**PERMIT CONDITIONS & DECLARATIONS**

**APNs:** 014-090-008, 014-110-004, 014-110-011, 014-110-012, 014-110-013, 014-150-002, 014-150-004

**Site Address:** Lacey Meadow, Webber Lake Road, Sierraville, CA

**Permit:** 2023-024

**Issuance Date:** May 2, 2023

**Owner Information:** Truckee Donner Land Trust  
P.O. Box 8816  
Truckee, CA 96162

**Applicant/**

**Permittee Information:** Truckee River Watershed Council [TRWC]  
Attention: Beth Christman, Project Manager  
P.O. Box 8568  
Truckee, CA 96162  
(530) 550-8760, x1#

**Project Name:** Upper Lacey Meadow Restoration

**Sierra County Requirements:**

- Comply with all other applicable local, State, and federal permits & conditions pertaining to this project, including but not limited to: USFS Master Participating Agreement No. 18-PA-11051700-041; USACE Nationwide Permit Number 27; SWPPP; State Waterboard's 401 certification conditions; the approved Construction Plans (Rev. 1 dated 7/18/2022); and the Sierra County Engineering Services Agreement for special inspections.
- Deposit \$50,000 Security Deposit to Sierra County, to be held by the Sierra County Treasurer in a trust account during construction and monitoring of the project site and downstream flows. The county shall, within thirty (30) days of permit issuance (or extended period of time mutually agreed to by the county and Permittee), prepare a Security Agreement for Permittee approval and subsequent consideration and execution by the Board of Supervisors, more particularly setting forth the terms of the Security Deposit. The purpose of the Security Deposit is to provide financial assurance of corrective action in the event that the permitted work causes unintended disruption and/or reduction in stream flows affecting downstream water right holders, as specified more particularly in the attached Monitoring and Adaptive Management Plan.
- Permittee shall implement the Monitoring and Adaptive Management Plan (Attachment 1).

Check  
hand-delivered to  
Van Madder on  
5/2/23. He will  
e-mail receipt.

**Declarations:**

"The Permittee, for him or herself, his or her contractors, and employees, agrees to save, indemnify and hold harmless the County of Sierra or its representative from all liabilities and claims for damages by reason of injury or death to any person or persons, or damage to property from any

cause whatsoever while in, upon, or in any way connected with the work covered by this Grading Permit, and does further agree to defend the County in any claim arising out of or as a result of the work done under this permit."

"The Permittee hereby certifies that all required right-of-way and other legal requirements for the construction of all improvements associated with this Project, including construction permits, written consents, and rights of entry, have been acquired prior to approval of these plans.

Permittee certifies that documentation to substantiate this certification has been submitted to Sierra County. Permittee shall hold Sierra County harmless in the event the above rights are not obtained or are disputed. Permittee hereby acknowledges and agrees that undiscovered errors and omissions or other revisions required by actual field conditions shall be corrected at the Permittee's expense as discovered." As used in this Declaration, "Permittee" shall include the Permittee, Permittee's successors and assigns and Permittee's authorized agent(s).

The undersigned hereby certifies that he or she has the legal authority to execute this Declaration on behalf of the Permittee, and to bind Permittee to the terms and conditions stated herein. The undersigned hereby acknowledges that he or she has read this statement of permit conditions and states that the above is correct and agrees to comply with these conditions, all County Ordinances and State laws, and the regulations of the State Department of Industrial Relations and Industrial Accident Commission relating to the character of work, equipment and labor personnel involved in the project.

This permit is not valid until the party to whom the permit is issued shall, whenever required by law, secure the written consent to work from any other public agency having jurisdiction.

Permittee signature: \_\_\_\_\_

  
Lisa Wallace, Executive Director  
Truckee River Watershed Council

Date: \_\_\_\_\_

5/2/2023

Approved: \_\_\_\_\_

  
Sierra County  
(By: Tim Beals, Planning Director)

Date: \_\_\_\_\_

# **ATTACHMENT 1**

## **TRUCKEE RIVER WATERSHED COUNCIL**

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PO Box 8568  
Truckee, CA 96162  
530-550-8760  
[www.truckeeriverwc.org](http://www.truckeeriverwc.org)

### **Upper Lacey Meadows Restoration Monitoring and Adaptive Management Plan**

#### **Project Purpose**

The purpose of the Lacey Meadows Restoration project (Lacey project) is to restore Upper and Lower Lacey Meadows to improve water quality and wildlife habitat. Lacey Meadows is an at-risk headwater meadow system. The project is designed to improve meadow hydrology, improve water quality, support resilience to climate change, and improve habitat for numerous wildlife species. At present, some high-quality habitat exists in portions of the meadows. The project aims to preserve these high functioning areas and restore degraded areas. TRWC completed the Lacey Meadows Assessment (LMA) in 2013, which characterized watershed conditions including evaluating the condition of stream channels and associated meadow habitat (Balance et al., 2013).

#### **Potential Impacts to Stream Flows**

The project primarily includes placement of log structures in stream channels, to arrest streambed incision and engage high flow channels during flood events. These structures are not permanent impoundments. The project is designed to maintain downstream water delivery. We are committed to monitoring and making corrections as needed.

#### **Monitoring Program**

The Lacey Meadows monitoring program is multi-faceted. Monitoring elements include:

- Hydrologic monitoring – stream flow and groundwater levels
- Construction implementation monitoring
- On-going site stability and functionality assessments
- Geomorphic monitoring – planform, cross sections
- Vegetation – community, range condition, lodgepole encroachment
- Avian – multi-species, willow flycatcher
- Bumble bees

All project monitoring elements are important for documenting project functionality; however the hydrologic monitoring has the most direct bearing on stream flow.

#### **Hydrologic Monitoring Program Summary**

The core of the stream flow monitoring program relies on existing stream gages, including gages associated with the Perazzo Meadows project (see attached map). All stream gages are instrumented for a near-continuous data record, and manual measurements are taken approximately monthly during snow free months to calibrate the automated data collection. Standard US Geologic Survey protocols for stream gaging are followed. Data collection and analysis are conducted by professional hydrologists (Balance Hydrologics).

LTAP gage. We will monitor project outflows at the existing stream gage on the Little Truckee River below Webber Lake (Gage ID = LTAP).

The LTAP gage has been in operation since 2010, allowing for a long period of record spanning a wide array of water year types. The LTAP gage is part of the Perazzo Meadows monitoring system. The LTAP gage captures the outflow from Webber Lake. There are several tributaries that drain to Webber Lake in addition to Lacey Creek.

We will continue operation of the LTAP gage through at least 2027, which captures the implementation of both the Upper and Lower Lacey Meadows and 3 years post-project.

LCLM and LCUM gages. In addition to the LTAP gage, we installed gages within the Lacey Meadows (LCLM, LCUM). These two gages monitor the inflow and outflow of Upper Lacey Meadow. These gages will capture localized effects of restoration on stream flow for the Upper Meadow. These gages were installed in 2018 and 2019.

### **Existing Site Hydrology**

While winter flows can be substantial, late season flows downstream of and within Lacey Creek are naturally very low.

Summary of Little Truckee flows as measured at LTAP:

- Gage is located downstream of Webber Lake, upstream of Perazzo Meadows
- In all types of water years (wet, dry, average), flows drop to less than 1.0 cfs in August or September.
- In dry (and some average) years, flow can cease entirely

Summary of Lacey Creek hydrology:

- LCUM gage is located upstream of the Upper Meadow restoration project
- LCLM gage is located downstream of the Upper Meadow project, upstream of Lower Meadow project
- The outflow of the Lower Meadow is not possible to accurately gage
- Stream flow recedes below 1.0 cfs annually at LCLM, regardless of water year type
- Visual observations show that the stream channel becomes intermittent in the Lower Meadow below the LCLM gage in all years
- Lacey Creek was classified as “intermittent” during a formal wetland delineation (HT Harvey & Associates, 2021).

### **Post-Restoration Stream Flow Monitoring**

We will implement the following monitoring protocols for the first three years after restoration:

1. Manually measure stream flow upstream of project area (gage LCUM) and downstream of project area (LCLM) every two weeks between June – September, or until inflow ceases. Measurements upstream and downstream of the project area will be compared. If the downstream measurement is within 90% of the upstream measurement, they will be considered to be the same (1 cfs vs. 0.9 cfs).

2. Monthly comparison of Little Truckee River below Webber Lake – measured flow vs. model prediction. We will use a hydrologic model specifically developed for the Upper Little Truckee River watershed to determine expected flows and then compare predicted to observed flows. The model takes advantage of the long-term stream gaging record and determines expected flows given current hydrologic and climatic conditions – under pre-project conditions. We can compare observed post-project flows to the modeled values. Flows will be considered to be the same if the measured value is within 90% of the predicted value.

#### **Functional evaluation**

In addition to monitoring flows, we will also walk the project site every 2- 4 weeks and evaluate the condition of the restoration.

Based on the project design, potential problems that may affect flows could include:

- Unintended stream flow paths develop
- Structures back up more water than designed to
- Failure of project features (grading, fill, log structures)

If problems are identified, we will develop corrective actions, which could include:

- Re-build project structures
- Additional grading to reconnect flow paths
- Re-build, reinforce, or add fill as needed
- Remove or reduce size of project features

Several methods will be used to evaluate the project and identify problems:

Localized stream gaging. The LCUM and LCLM stream gages are located upstream and downstream of the Upper Lacey Meadow restoration project. As noted, we will increase frequency of manual flow measurements to every two weeks during the diversion season (when flow is present) to evaluate any difference between inflow and outflow.

Site stability and functionality assessments. We will walk the project every 2 – 4 weeks after construction during snow-free months. Each project element will be evaluated for functionality, and erosion, as well as the degree to which the element is impeding downstream flow.

Geomorphic monitoring. Long term geomorphic monitoring will help to evaluate project evolution and would direct pre-emptive actions. For example, if a channel is becoming incised or a new high flow path is developing, we can quickly modify the project elements to correct future degradation.

#### **Response Plan**

If measured flows downstream of the project area not within 90% of the inflow, then immediate evaluation and action will take place. Short term actions may include removing excess material from log jams or installing pipes to move water around log jams. Larger interventions will require approval from Sierra County and will be developed by the project engineering team with input from Sierra County.



**Point of Contact**

The TRWC Point of Contact for the project is Beth Christman, Senior Director of Restoration. 530-550-8760 x1, [bchristman@truckeeriverwc.org](mailto:bchristman@truckeeriverwc.org).

TRWC will provide annual confirmation to Sierra County of the current Point of Contact for the project.

**Project Schedule**

The Upper Meadow restoration is scheduled to take place starting August 2023.

Monitoring and Adaptive Management Plan to continue through October 31, 2025.

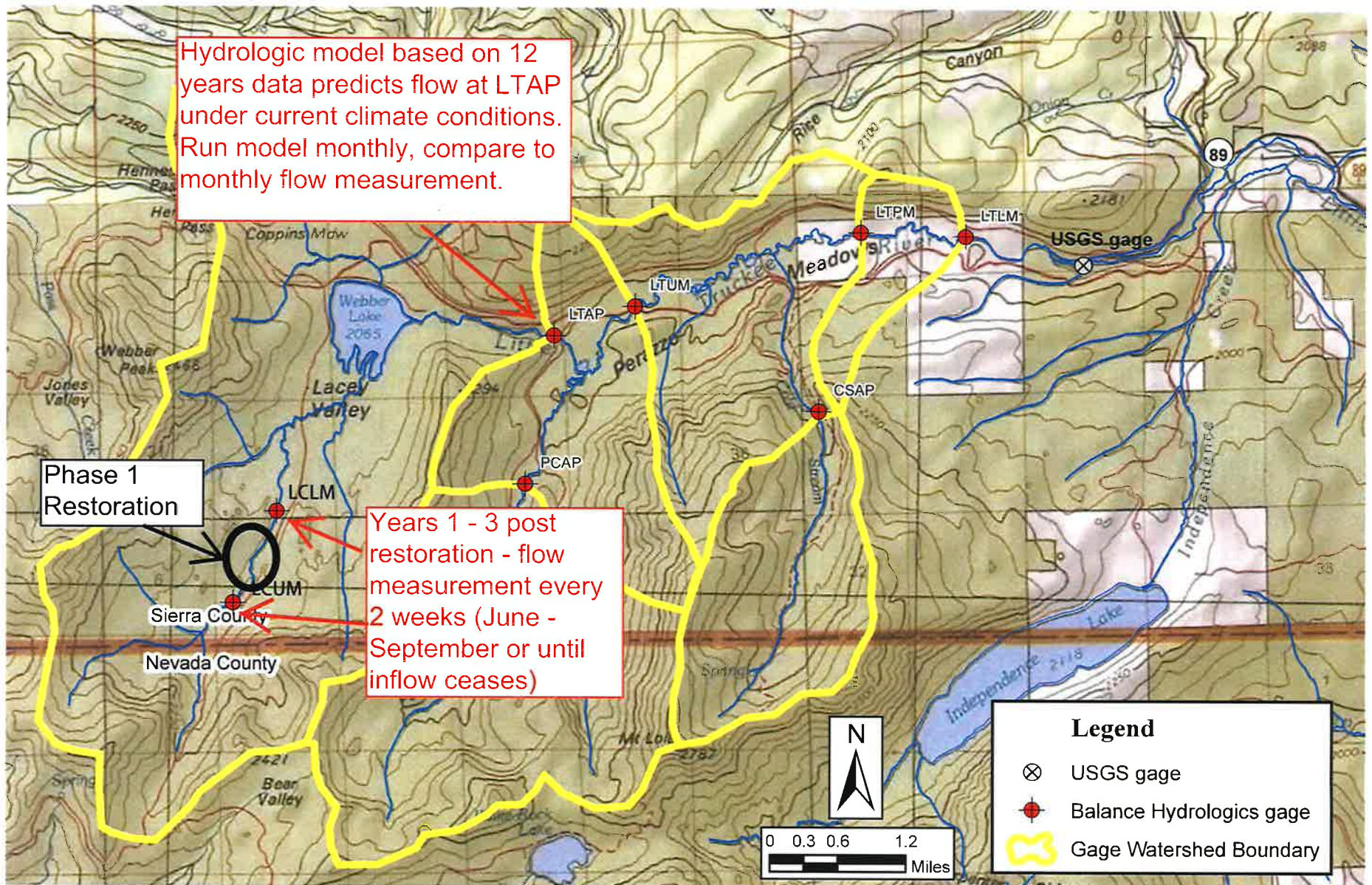


Figure 1. Stream gaging locations and contributing watersheds, Perazzo and Lacey Meadows, Sierra and Nevada Counties, CA





## SPECIAL INSPECTIONS

FILE COPY

### ENGINEERING SERVICES AGREEMENT

Truckee River Watershed Council has retained the services of Peter Kulchawik, RCE #80362 as the Registered Design Professional in Responsible Charge, as defined in Title 24 of the California Code of Regulations, Part 2, Chapter 2 (also referred to herein as "Design Engineer in Responsible Charge"), to provide (or coordinate) project design, submittal review, construction staking, project inspection, material testing, construction supervision, notification of changes/modification to Sierra County per the Sierra County Code and California Building Standards Codes, and for preparation of "Drawings of Record" and certification of the work for Upper Lacey Meadow Restoration Project (APNs 014-090-008, 014-110-004, 014-110-011, 014-110-012, 014-110-013, 014-150-002, 014-150-004) in conformance with the Plans and Specifications conditionally approved and permitted for construction by Sierra County.

Peter Kulchawik will perform and/or oversee construction supervision and inspections during the phases of construction listed below in accordance with the approved plans and Sierra County Code (ref. SCC 12.08.390ff).

Brian Hastings, RPG #8373 will perform direct inspections of fill placement and compaction as specified in the plan construction notes and/or referenced geotechnical report, and shall furnish copies of inspection report(s) both to the Sierra County Building Official and to the Design Engineer in Responsible Charge.

Reports shall indicate that work inspected was done in conformance with approved construction documents. Discrepancies shall be brought to the immediate attention of the contractor for correction. If the discrepancies are not corrected, the discrepancies shall be brought to the attention of the Building Official and to the Design Engineer in Responsible Charge prior to the completion of that phase of the work. A final report documenting required special inspections and correction of any discrepancies noted in the inspections shall be submitted to the Building Official by the Engineer in Responsible Charge prior to continuation of construction which would cover the work.

In the event that services for this work are terminated, the firm or firms so terminated unconditionally agree to verify to Sierra County's satisfaction (and provide all reports and documents necessary to certify) that the work is or is not in substantial conformance to the date of termination.

The parties hereby agree that they will not terminate this Agreement until the services of another qualified consultant have been retained, the terms of which meet the prescriptions herein noted and said Agreement has been approved/filed with Sierra County. All construction work will cease until a new consultant is retained by the Owner/Developer or Permit Holder of Record. Sierra County shall be notified by the Design Engineer in Responsible Charge at least 24 hours before the following phases of construction and inspections:

1. **Site preparation.** (Construction Staking of property and easement boundaries, access routes, and stationing; establishment of staging area(s); temporary BMPs in place prior to rain events). Parties responsible for inspection: Peter Kulchawik, Brian Hastings, Ben Trustman QSD/QSP #27783.
2. **Debris jam construction.** (Placement of key logs and supplemental materials, logs keyed into banks). Parties responsible for inspection: Peter Kulchawik/Brian Hastings.
3. **Channel fill and pilot channel excavation.** (Grading of pilot channels; placement of fill plugs in existing channel; armoring of pilot channel entrances; compaction testing prior to final grading/revegetation). Parties responsible for inspection: Peter Kulchawik/Brian Hastings.
4. **Final site stabilization.** (Revegetation including seeding and mulching around restoration features; decommissioning access routes and staging areas; removal of equipment, materials, and trash). Parties responsible for inspection: Peter Kulchawik/Brian Hastings.

A final report of inspections and compliance certification shall be submitted to the Building Official by the Design Engineer in Responsible Charge; and, if necessary, revised/"as-built" plans showing any changed specifications or details from the originally-approved plans.


All parties acknowledge that failure to comply with any of the terms of this Agreement shall result in the County issuing a "Cease and Desist Order" on this project.

  
 \_\_\_\_\_ Kevin Starr, 8/15/22  
 Owner / Developer [sign, print name, date]

  
 \_\_\_\_\_ Beth Christman, 8/15/22  
 Permit Holder of Record (Owner/Contractor) [sign, print name, date]

  
 \_\_\_\_\_ Peter Kulchawik, 8/12/22  
 \_\_\_\_\_, Design Engineer in Responsible Charge [sign, print name, date]

  
 \_\_\_\_\_ Brian Hastings 8/12/22  
 \_\_\_\_\_, Geological/Hydrological Firm [sign, print name, date]

 9/2/2022  
 Approved, Sierra County Planning & Building Dept.  
 By: Brandon Pangman,  
Assistant Director

### **Exhibit 3**

#### **Terms of Security Agreement and Security Deposit**

##### **B-1. SECURITY DEPOSIT**

On or before the "Land Use" shall commence, and in any event before issuance of the Permit and the performance of any activity by the APPLICANT which is the subject of the Permit, APPLICANT shall deposit with the Sierra County Treasurer the amount shown as "Security" on page 1 of this Agreement, in the form of cash or a cashier's or certified check made payable to the order of the Sierra County Treasurer/Tax Collector.

##### **B-2. RETENTION OF SECURITY DEPOSIT**

The Security Deposit shall not accrue interest and may be co-mingled with COUNTY General Funds, to be used and applied as set forth herein.

##### **B-3. USE OF FUNDS**

In the event that the APPLICANT fails or refuses to perform any of the Conditions, within the time periods proscribed herein, the COUNTY may, with or without notice, undertake to perform the condition and currently therewith may draw down a portion or all of the Security Deposit to pay for the performance of the Condition and/or pay for costs arising under the terms of this Agreement. The Security Deposit may be utilized to pay for all direct and indirect costs of performance, including COUNTY administrative costs, consultant and/or contract services costs and attorney's fees, including County Counsel cost, if incurred.

##### **B-4. RELEASE OF FUNDS**

Upon performance of all of the Conditions, the Security Deposit, or any remaining balance thereon, shall be returned to Applicant. Performance shall be evidenced by a Certificate of Performance, substantially in the form attached hereto as Attachment B-1, signed by the Director of Planning. However, neither the issuance of a Certificate of Performance, nor any periodic or progress inspection or approval shall constitute a waiver by the COUNTY of any defect in the performance of any Condition or a breach of this Agreement.

**B.5 INDEMNITY.** APPLICANT shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of APPLICANT in the performance of this Agreement by APPLICANT, or any of APPLICANT's officers, agents, employees, contractors, or subcontractors.

**B.6 ASSIGNMENT PROHIBITED.** APPLICANT may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**B.7 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**B.8 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**B.9 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**B.10 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**B.11 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

B.12 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

B.13 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

B.14 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

B.15 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

B.16 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

B.17 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

B.18 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

B.19 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

B.20 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

B.21 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

B.22 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

B.23 CORPORATE AUTHORITY. If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

B.24 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

B.25 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":  
Board of Supervisors  
County of Sierra  
Post Office Drawer D  
Downieville, CA 95936

With a copy to:  
County Counsel  
County of Sierra  
Post Office Drawer D  
Downieville, CA 95936

If to "APPLICANT":  
at address shown  
on page 1 above

**CERTIFICATE OF PERFORMANCE**

The undersigned, ~~TIM BEALS~~, Director of the Sierra County Planning Department, does hereby certify that the \_\_\_\_\_ conditions of approval of the \_\_\_\_\_ ("Land Use") as set forth in Agreement No. \_\_\_\_\_ ("the Agreement") by and between the COUNTY OF SIERRA and

\_\_\_\_\_  
("the APPLICANT")

a copy of which is attached hereto, and those obligations of the Applicant under the terms of the Agreement have been duly and satisfactorily performed except as noted below:

Full Performance ☐

Partial Performance ☐

The deposit, or portion thereof as specified below, held by the Treasurer may be released to the APPLICANT.

Dated: \_\_\_\_\_  
~~TIM BEALS~~, Director of Planning

**RETURN TO APPLICANT:**

- ☐ Full Deposit Balance
- ☐ The amount of \$\_\_\_\_\_, retaining the balance of \$\_\_\_\_\_ subject to the following conditions:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_